Irish Life

Complete Solutions 1

for Personal Pensions

terms and conditions booklet

This product is provided by Irish Life Assurance plc.

This is your Terms and Conditions booklet for your **Complete Solutions 1 for Personal Pensions. You should read the document carefully as it contains detailed and important information.**

Please keep it safe in your welcome pack, as you will need it in the future.

What is the Complete Solutions pension plan?

This pension plan is a contract between you and Irish Life Assurance plc and is designed by us to provide certain benefits from a chosen retirement age.

Details of the plan can be found in this Terms and Conditions booklet, the plan schedule and the application forms. These terms and conditions may be varied by us from time to time. In the event that a material change is made you will be notified in advance. Any conditions or extra rules (endorsements) which we add in the future will also form part of the plan and may only be added by authorised staff at our Head Office. Together these documents form the terms and conditions of the plan.

We have issued this plan to you on the understanding that the information in the application form and any related correspondence is true and complete and that we have been given all relevant information. If this is not the case we will be entitled to declare the plan void. If this happens, you will lose all rights under the plan, we will not pay any claim and we may not refund any contributions. Information is relevant if it would influence the judgement of a reputable insurer when fixing the contribution or the level of benefits.

We will pay benefits from our Head Office in Ireland, the Irish Life Centre, Lower Abbey Street, Dublin 1. All contributions and benefits under this plan will normally be paid in the currency of Ireland.

In legal disputes Irish law will apply and the Irish courts are the only courts which are entitled to hear any disputes. The only rules, terms or conditions that are legally binding are those shown in our contract with you.

In the event of circumstances beyond our control including, without limitation, act of civil or military authority; sabotage; crime; terrorist attack; war or other government action; civil disturbance or riot; strike or other industrial dispute; an act of god; national emergency; epidemic; flood, earthquake, fire or other catastrophe; we may be directly or indirectly prevented from fulfilling our obligations under or pursuant to this plan or from doing so in a timely manner. If this happens, we will not be liable for any loss, damage or inconvenience caused.

More detailed information on all these matters is in the relevant sections of these terms and conditions.

How does the plan work?

You have agreed to make the contributions outlined on the plan schedule on the dates described. The chosen funds that contributions are invested in are also shown. You can choose to alter the contributions over the term of the plan. The level of benefit will depend on the contributions made and the return on investments.

When will the benefits be paid?

We will normally pay the benefits when you retire at your chosen retirement age. The chosen retirement age is shown in the plan schedule. We must pay benefits to your estate if you die before this age.

How are the benefits paid?

We will pay you the benefits in the way you choose to receive them. However, you must choose one of the options outlined in section 3 (or any other options that are available at the time you retire), and follow the rules set out in Chapter 2 of Part 30 of the Taxes Consolidation Act (TCA).

You, or your chosen dependants, are entitled to receive all of the benefits outlined in this plan except the death benefit. If you die, we will pay the death benefit to your executors or administrators.

Writing to us

If you need to write to us about this plan, please address your letter to:

Irish Life Assurance plc
Irish life Centre
Lower Abbey Street
Dublin 1.

Cooling-off period

If, after taking out this plan, you feel that it is not suitable, you may cancel it by writing to us at the address shown above. If you do this within 30 days from the date we send you your Welcome Pack (or a copy), we will cancel your plan and refund your regular contribution. We will refund any single contribution (or contributions) or transfer value, less any reduction in investment values over the period of the investment and in line with Revenue rules. We strongly recommend that you contact your financial adviser before you cancel the plan.

Can the policy be cancelled or amended by the insurer?

Irish Life can alter or cancel the plan or issue another plan in its place, if at any time any of the following happens:

- The Revenue Commissioners remove their approval of this contract.
- It becomes impossible or impracticable to carry out any of the plan provisions because of a change in the law or other circumstances beyond our control.
- The tax treatment of Irish Life or this plan is altered or we have to pay a government levy. If the cost of administering your **Complete Solutions 1 for Personal Pensions** increases unexpectedly we may need to increase the charges on your plan. If we alter the plan (or issue another in its place), we will send a notice to your last known address explaining the change and your options.

You must provide any information or evidence which we need to administer the plan.

The pension plan may be ended if you are ineligible for a personal pension plan.

Complaints

We will do our best to sort out any complaint you may have. If you are not satisfied after complaining to us, you can take your complaint to the Financial Services Ombudsman. You can get more information from:

Financial Services Ombudsman
3rd Floor
Lincoln House
Lincoln Place
Dublin 2
Lo-call: 1890 88 20 90
Fax: 01 6620890
Email: enquiries@financialombudsman.ie
Website: www.financialombudsman.ie

Family law and pensions

If you are involved in a judicial separation, divorce, dissolution of a civil partnership or ending of a relationship with a qualified cohabitant, a pension adjustment order may be granted by the courts over the benefits we may pay from this plan when you retire or die. You can get more information on how pension adjustment orders work from the Pensions Authority or your solicitor. You can reach the Pensions Authority at the following address:

The Pensions Authority
Verschoyle House
28-30 Mount Street
Dublin 2
Phone: 01 613 1900
Lo call: 1890 65 65 65
Email: info@pensionsauthority.ie
Website: www.pensionsauthority.ie

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Section 1

Definitions

This section defines some of the words and phrases we use in the terms and conditions.

Certain words and phrases used in this Terms and Conditions booklet have specific meanings, which might be different from the meaning they would have in general use. These words are shown in **bold** and listed below, together with an explanation of their meanings in relation to this plan.

Accumulated fund

The plan's value at a point in time. We work this out as:

- the number of units we place into the plan;

multiplied by

- the unit price of the units of the funds.

Annuity

A guaranteed payment made every month, for the month, until death.

Application form

The application form for this plan. It includes any extra information given to us about the plan or any other relevant information.

Approval

Approval from the Revenue Commissioners.

Approved minimum retirement fund

A fund which is managed by a qualifying fund manager and which keeps to the conditions of Section 784D of the Taxes Consolidation Act 1997 for this type of fund. You are only allowed one AMRF at a time.

Approved retirement fund

A fund managed by a qualifying fund manager and which keeps to the conditions of Section 784B of the TCA for this type of fund.

At Arms Length

The term "At Arms Length" is defined in accordance with Section 784A of the TCA. All property investments by pension plans must be on an arms length basis. In broad terms this means that the property cannot be used for your own or a connected person's personal use. Acquisitions, disposals and lettings must also be on an arms length basis. If you invest in property you:

- must be at arms-length from the property;
- cannot purchase the property at any time;
- cannot own the property;
- do not have the right to place tenants in any particular residential property.

Investments must not be a transaction that is deemed to be a pension in payment in accordance with Section 779A, TCA.

Connected Person

The term “connected person” is defined in accordance with section 10 of the TCA and includes:

- Your spouse or registered civil partner;
- ‘Relatives’ of you or your spouse or registered civil partner, which includes brothers, sisters, parents, grandparents, children and grandchildren;
- The spouse or registered civil partner of your relative, or your spouse or registered civil partner’s relative;
- The trustees of any settlement set up by you;
- Individuals involved in a business partnership with you or your spouse or registered civil partner, and those business partners’ spouses or registered civil partners and relatives;
- Any company over which you, or a person connected with you, have control;
- Any person with whom you act to secure or exercise control of, or acquire a holding in a company, are connected with you in relation to that company.

Consumer Price Index

The Consumer Price Index published by the Irish Government to measure inflation. (If this is not available, we will use another appropriate index.)

Contribution due date

The date on which you should make contributions to us. You will choose how often you make contributions and this will be shown on the application form and confirmed on your plan schedule.

There will be no contribution due date later than your 75th birthday or the date of your death.

Dependant

Your husband, wife, registered civil partner or any other person who depends on you financially immediately before your death. For this purpose a child includes a stepchild or legally adopted child.

Endorsement

If the terms and conditions of the plan have been changed or are different to the standard terms, we set the new or amended terms or conditions out in a separate document which we will attach to the plan. This is called an endorsement.

External Fund Manager

All fund managers with the exception of Irish Life Investment Managers (ILIM) and Setanta Asset Management who are both part of the Great-West Lifeco group of companies, are regarded as external fund managers.

Fund

Any of the funds described in the panel of funds.

Fund link

The fund or combination of funds in the panel of funds which the plan is linked to.

Head Office

This is Irish Life Assurance plc, Irish Life Centre, Lower Abbey Street, Dublin 1. If this changes, we will let you know.

Investment date

Generally the date on which we receive a contribution.

Panel of funds

This includes the following funds and any other funds that we may add from time to time:

Active Managed Fund Series P

Annuity Fund Series P*

ARF Fund Series P*

Consensus Cautious Fund Series P

Consensus Equity Fund Series P

Consensus Fund Series P

Core Fund Series P

Davy Conservative Income and Growth Fund Series 2

Davy Global Alpha Fund Series P

Davy Global Brands Fund Series 2

Diversified Balanced Fund Series P

Diversified Cautious Fund Series P

Diversified Growth Fund Series P

Dynamic Global Equity Fund Series P

Exempt Property Fund Series P1

Fidelity China Fund Series P

Fidelity EMEA Fund Series P

Fidelity European Opportunities Fund Series P

Fidelity Global Property Shares Fund Series P

Fidelity Global Special Situations Fund Series P

Fidelity India China Fund Series P

Fidelity India Fund Series P

Fidelity Managed International Fund Series P

Fidelity Multi-Asset Strategic Defensive Fund Series P

Global Cash Fund Series P

Global Consensus FTSE World Hedged Series P

Global Consensus Fund Series P

Global Opportunities Fund Series P

Global Select Fund Series P

Indexed Commodities Fund Series P

Indexed Emerging Markets Equity Fund Series P

Ethical Global Equity Fund Series P

Indexed Euro Corporate Bond Fund Series P

Indexed Euro Short Dated Bonds Fund Series P

Indexed European Equity Fund Series P

Indexed European Property Shares Fund Series P

Indexed Fixed Interest Fund Series P
Indexed Inflation Linked Bond Fund Series P
Indexed Irish Equity Fund Series P
Indexed Japanese Equity Fund Series P
Indexed North American Equity Fund Series P
Indexed Pacific Equity Fund Series P
Indexed Technology Fund Series P
Indexed UK Equity Fund Series P
Indexed World Equities Fund Series P
Infrastructure Equities Fund Series P
Multi Asset Portfolio 2 Series P
Multi Asset Portfolio 3 Series P
Multi Asset Portfolio 4 Series P
Multi Asset Portfolio 5 Series P
Multi Asset Portfolio 6 Series P
Pension Protection Fund Series P
Property Portfolio Fund Series P1
Protected Consensus Markets Fund Series P
Self-Invested Fund
Setanta Balanced Dividend Fund Series P
Setanta Equity Dividend Fund Series P
Setanta Equity Dividend (Ex High Yield) Fund
Setanta Global Equity Fund Series P
Setanta Global Focus Fund Series P
Setanta Income Opportunities Fund Series P
Setanta Managed Fund Series P
Stability Fund Series P*
Multi Manager Target Return Fund Series P
UK Property Fund Series P1

*These funds are only available as part of our Lifestyling strategies which are described in section 4.8.
**Entry into these funds is restricted.

At any stage we can change the range of fund options that are available. We reserve the right to close a fund to new contributions, or to close a fund entirely and move existing clients to other funds open at that time. If you are invested in that fund, we will give you at least one month's advance notice. It may happen however that, in order to protect client values, we have to close a fund immediately without any advance notice. In this event, we will notify you as soon as possible after the fund closes.

Details of how we work out fund prices can be found in our Fund Operating Procedures governing the funds. These are available online at *www.irishlife.ie* or from the Irish Life Head Office.

Pensions Act

Pensions Act, 1990 as amended.

Percentage of contribution invested

The percentage of the contribution that we invest for you as described in section 5.

Plan schedule

The schedule that forms part of this plan.

Qualifying fund manager

Is defined in Chapter 2 of Part 30 of the TCA. We are a qualifying fund manager.

Regular contributions

Any regular contribution as shown in the plan schedule or otherwise made according to the terms of this plan. It includes any increases in regular contributions (see section 2.4). It does not include any single contributions made on a one-off basis.

Retirement benefits

Cash, annuity or other benefits provided by the accumulated fund.

Single contribution

A contribution which is not a regular contribution.

Specified income

A pension or annuity which is paid for the life of the individual including a pension paid under the Social Welfare (Consolidation) Act 2005. Specified income is defined in Chapter 2 of Part 30 of the TCA. The specified income is currently set at €12,700 a year as at June 2017.

Start date of the plan

The date shown in the plan schedule.

Suspension

Where we have agreed that you can stop regular contributions for a fixed period (see section 2.7).

TCA

The Taxes Consolidation Act 1997 and any amendment or re-enactment thereof.

Third Party

In connection with this plan, this is a person or persons other than you or us or one of our group companies.

Unit

Each fund in the panel of funds contains a number of identical units. We will work out the value of each unit by referring to the net value of the assets of the fund after deductions. We set aside a number of these units for the plan to work out its value.

Unit account

The number of units set aside for the plan in each fund.

Unit price

The price of a unit of a fund, which we use to work out the value of the plan for each fund. This is the price we use when buying and selling units in the fund. The unit price on any given date is the price which Irish Life has determined for that date.

Vested Retirement Annuity Contract (RAC)

A vested RAC is defined in Section 787O of the TCA. Your personal pension will become a vested RAC on the date of your 75th birthday if you have not taken your retirement benefits on or before that date.

We, us, our

Irish Life Assurance plc.

Your, you

The person named as the customer in the plan schedule.

Section 2

Contributions

This section describes the way in which you can make contributions.

2.1 The regular amount (if any) you have chosen to pay and how often you have chosen to pay are set out in the plan schedule. These are known as regular contributions.

2.2 We allow you 30 days to make each contribution unless you make regular contributions in monthly instalments, in which case this period is 10 days. If you do not make any contribution within these periods, we will assume contributions have stopped under the plan (see section 2.8) unless you have chosen the option to suspend contributions under section 2.7.

2.3 Each time you make a contribution we place units from one or more of the funds into the plan according to the terms of the latest fund link and in the way described in section 5. We use the unit price of each fund to work out the number of units from each fund, which we will place in the plan.

Our current policy is to use unit prices effective on the same working day we receive your contribution. We may change this policy in the future to use unit prices effective on a different date. We advise that you check with Irish Life or your financial adviser what our policy is at the time you make a contribution.

In certain funds there may be a maximum amount that you are allowed to invest.

We are not liable for any loss incurred by any of the investments in the funds available under this plan. The value of these investments may also be affected if any of the institutions with whom we place money, or with whom our fund managers place money, suffers insolvency or other financial difficulty.

Delay Periods

In certain circumstances, we may need to delay new investments. This may be because there are a large number of customers wishing to invest in their fund at the same time, or if there are practical problems buying the assets within the fund or if a fund manager who is responsible for the investment of any part of the fund imposes such a delay or if you invest in markets or funds with assets with significant time differences including trading or settlement time differences e.g. Asian markets.

Due to the high cost and time involved in buying properties, a delay of this sort is most likely to happen if you are investing in a property fund (or a fund with a high proportion of property or property related assets). The length of any delay will depend on how long it takes us to buy the assets in the fund. A significant delay would be likely to apply in this situation.

When there are more customers moving out of a fund than making new investments in it or when there are more customers making new investments than moving out of a fund, we may reduce the value of the units in the fund to reflect the percentage of the costs associated with buying and selling the assets of the fund. The reduction in the value of the affected assets will be different for each fund and is likely to be most significant for the proportion of any fund invested in property. The reduction for any part of the fund invested with fund managers may happen at a different time to the reduction for the rest of the fund.

If we delay a new investment, it will be based on the unit price at the end of the period.

2.4 Changing your contributions

Non-automatic increases in regular contributions

You may write to our customer service team to increase the regular contribution giving at least one calendar months' notice. Any increase must be at least as large as the minimum we allow. This minimum amount may vary depending on the particular fund. There may be restrictions on increasing your regular contribution into certain funds. (We describe some of these in section 4.)

Automatic increases in contributions

If you have chosen to increase contributions in line with inflation, your regular contribution will automatically increase each year on the anniversary of the start date (as shown on the plan schedule). Your regular contributions will increase each year in line with the Consumer Price Index. When the Consumer Price Index is low, we may set the increase at a slightly higher minimum amount. (This is currently 5% but this percentage is a guide only. The actual percentage increase may be different when we work out the increase in your contribution.) We will tell you what this increase will be.

If we do not receive the increased contribution within 10 days of your plan anniversary (30 days for annual contributions) we will assume you have turned down the increase in contribution for that year. However, we will offer you a similar increase in the following year. If you decide in the future that you do not want us to offer you this option, you must tell us in writing.

We may use an index other than the Consumer Price Index to work out the rates that apply. We may also use a period other than one ending on an anniversary of the start date of the plan.

2.5 Reducing regular contributions

You may write to us and ask us to reduce the regular contribution at any stage by giving one month's notice. The reduced regular contribution must be at least as large as the minimum we allow. Please contact Irish Life or your financial adviser to find out the current minimums that apply. We recommend speaking to your financial adviser before reducing your regular contributions.

2.6 Option to make single contributions

You may add single contributions to your regular contributions at any time. You can make only single contributions if you want. It is not possible to add regular contributions to a plan if you start with a single contribution. There may be restrictions on investing in certain funds. (We describe some of these in section 4.) There may also be restrictions imposed by the Revenue Commissioners. The investment terms that apply to single contributions will be those available at the time you make your single contribution. We will add units to your account for your single contribution based on the unit price of units on the day we receive your contribution at Head Office. The single contributions may not be less than the minimum amount we allow. This minimum amount may vary by fund. Please contact Irish Life or your financial adviser to find out the current minimums that apply.

2.7 Suspending regular contributions

You can suspend the regular contributions at any time.

However, for the months your regular contribution is suspended an additional plan charge of 0.25% per year (as described in section 5.6) will apply.

The option to suspend regular contributions is available only if you give us written notice of the start date and end date of the suspension period, at least one month before the next contribution due date.

If you use this option, the following will apply:

- The plan will continue in force and any charges that apply (for example, the plan fee and fund charge) before the suspension period will continue to apply for the suspension period. If the value of the accumulated fund falls to zero, the plan will end without a value and we will not pay any benefits.
- You must continue to make the regular contribution from the end of the suspension period. If you do not do this, the plan will become paid-up (see section 2.8).

2.8 Paid-up plan

A plan will become a paid-up plan in the following circumstances:

a) You do not make regular contributions without giving us notice and you have not chosen to suspend your contributions.

b) You choose to have the plan changed to a paid-up plan.

If your plan becomes paid-up an additional plan charge of 0.25% per year (as described in section 5.6) will apply.

Where you have chosen options under sections 2.7 and 2.8, we will continue to take the yearly fund charges and the plan fee.

If a plan has become a paid-up plan:

- the accumulated fund will stay invested in the fund (or funds) you have chosen until you decide to take retirement benefits, until you reach your chosen retirement age, until you die, or until the accumulated fund value is zero, whichever is earliest; and
- if you are eligible to receive retirement benefits immediately, we will use the accumulated fund to provide them. All benefits under the plan will end on that date and the plan will also end.

2.9 Reinstating the plan

If regular contributions have been stopped under sections 2.7 or 2.8, you may ask us to reinstate the plan. You must do this in writing.

Section 3

Benefits

This section explains the benefits that we provide.

Retirement options available at the date of retirement may be different to the below.

Family law and pensions

The benefits we pay below are decided by you, and are only provided if you decide. However, if you are involved in a judicial separation or divorce or dissolution of a civil partnership or ending of a relationship with a qualified cohabitant, a pension adjustment order may be granted by the court. A pension adjustment order issued by the court will override the terms and conditions of this plan. This will direct us to pay all or part of the benefits under this plan when you retire or die, to any person named in the pension adjustment order. There is no option to establish an independent benefit within this plan.

This section explains the benefits that are provided by the plan.

3.1 When is it possible to take retirement benefits?

You must take your retirement benefits on or before your 75th birthday. You can use your accumulated fund to provide retirement benefits at the earliest of the times set out below.

a) On your 75th birthday or other chosen retirement date.

b) The first day of the month (between your 60th and 75th birthdays) after you tell us in writing that you want to claim retirement benefits.

c) The first day of the month (before your 60th birthday) after you give us evidence of your disability and you tell us in writing that you want to claim retirement benefits because of serious ill health. Revenue will allow you to take your benefits before age 60, as soon as we receive medical evidence to show that you are seriously ill. The Revenue's current definition of serious ill health is that you are 'permanently incapable, through infirmity of mind or body, of carrying on your own occupation or any occupation of a similar nature for which you are trained or fitted'.

d) The first day of the month (between your 50th and 60th birthdays) after you give us evidence that your job is one in which people usually retire before their 60th birthday and you tell us in writing that you want to claim retirement benefits. You must have reached the age which has been approved by the Revenue Commissioners as defined in Chapter 2 of Part 30 of the TCA.

If the transfer paid into this plan was granted to you under a pension adjustment order then the earliest retirement date as set out above will not be based on your date of birth, but will be based on your former spouse's (or registered civil partner, qualified cohabitant's) date of birth.

The accumulated fund will remain invested in the fund(s) you have chosen until you decide to take retirement benefits, have attained age 75, until you die or until the accumulated fund is zero, whichever is earliest.

Before we pay out the accumulated fund, we must check that it is within the limits outlined in current legislation for tax purposes. This is summarised in section 7. Any fund over this limit will be liable to income tax before benefits are paid out.

3.2 What retirement benefits are currently available?

Retirement lump sum

You can take a lump sum of up to 25% of your accumulated fund as a cash amount. This is subject to limits for tax purposes, as described in section 7. The rest of your fund must be used to provide one or more of the other options described below. You do not have to take a retirement lump sum. You could choose to use your full accumulated fund to provide one or more of the options described below. Part or all of the retirement lump sum may be paid to you tax-free.

3.3 Annuity (pension) benefit

You can choose to take an immediate single or joint-life annuity option available at the time you retire. Annuity rates available at the time you choose the benefits will be used to work out the amount of benefit that you will receive. The Revenue

Commissioners may place restrictions on the amount of benefit payable. Irish Life normally pays annuities monthly in advance.

Some extra annuity features may also be available.

a) Your annuity may have a guarantee period of up to 10 years – this means that if you die during the guarantee period, your annuity will continue to be paid to your dependants up to the end of the guarantee period.

b) You can choose a dependant's annuity. This means that if you die before your dependant, a pension will be paid to your dependant until they die. Irish Life will pay this to someone you choose (other than your child) if we are satisfied that they depend on you. If this person is not your spouse or registered civil partner, the maximum length of time for which Irish Life will pay the annuity must be approved by the Revenue Commissioners.

c) You can choose a children's annuity for one or more children. This means if you die before your children, an annuity will be paid to your children until the child or children reach age 18 (or 21 if they are in full-time education), or until the child's death if this is earlier.

d) For each type of annuity, you can choose for it to increase each year. The annuity can increase by the Consumer Price Index to take account of inflation or can increase by a fixed amount (for example, 3% or 5% each year).

Annuity payments are subject to income tax at your highest rate on withdrawal, Universal Social Charge and any other taxes or government levies ("tax") applicable at that time.

3.4 Approved minimum retirement fund

If you do not take the annuity option described in 3.3 and you do not have a specified income when you retire, you can transfer, to an approved minimum retirement fund (AMRF):

- the balance of your accumulated fund (after you receive your retirement lump-sum cash payment, if you choose to take it); or
- the amount required at that time in accordance with Section 784 of the TCA (€63,500 as at June 2017);

whichever is lower.

You cannot normally make withdrawals from your AMRF before you reach age 75. The only exceptions to this are:

- you may take a withdrawal of up to 4% from your AMRF each year. (Only one withdrawal may be taken each tax year and will be subject to income tax and any levies payable at that time);
- you may transfer the proceeds of your AMRF to another qualifying fund manager;
- you may use the proceeds of your AMRF to buy an annuity;
- the AMRF becomes an ARF if the specified income requirement is met from other sources.

3.5 Taxed cash lump sum and approved retirement fund

After investing in an AMRF or annuity, or if you can show that you meet the specified income requirement, you can use the rest (if any) of your accumulated fund in either of the following ways:

a) You may take it as lump sum. You will pay income tax (and any other taxes payable at that time) on this lump sum for the year of assessment in which you receive it.

b) You can invest it in an approved retirement fund (ARF).

Taxable Cash

After taking the maximum retirement lump sum, you may be able to take the rest of the fund as a taxable cash sum. There are certain legal restrictions on taking up this option. If you can show that you meet the specified income requirement, you may take the rest of your pension fund as cash. You will have to pay tax on this at your highest rate of income tax and any other tax due at that time.

If you do not meet the specified income requirement, you must invest a certain amount as under Section 784 of the TCA (or the rest of the fund, whichever is lower) in an AMRF, or buy a pension with the same amount. You can take any fund left as cash, which you will pay tax on.

3.6 Open-market option

You can also choose to buy your annuity benefit from a life office other than us (Irish Life). The life office must be authorised to carry on life-assurance business in the Republic of Ireland. If you decide to do this, we will pay your accumulated fund, less any cash payment we have made to you, to the other life office.

It is also possible to invest in an ARF or AMRF that is run by another qualifying fund manager. If you decide to do this, we will pay your accumulated fund, less any cash payment we have made to you, to the other qualifying fund manager.

3.7 Cashing in or assigning (transferring the ownership of) the benefit

It is not possible for you to cash in or assign any of the benefits under this plan to anyone else.

3.8 Transfers out of your plan

You may transfer this plan to another retirement annuity contract approved under Chapter 2, Part 30 of the TCA or to a Personal Retirement Savings Account approved under Part X of the Pensions Act and Chapter 2A, Part 30 of the TCA. The transfer contribution will be the value of the accumulated fund at the date the transfer takes place less any exit charge that applies. Please see section 5.7. In certain circumstances we may need to delay transfers from your plan (see section 3.10 below).

Partial transfers out of this plan are not allowed under **Complete Solutions 1 for Personal Pensions** except for pension adjustment orders granted by the courts.

3.9 Transfers into your plan

Our plan can receive a transfer value from another retirement annuity contract which is in your name and approved by the Revenue Commissioners under Chapter 2, Part 30 of the TCA. Any transfer payment will be treated like a single contribution. In certain circumstances we may need to delay transfers into your plan (see section 3.10 below).

If the transfer paid into this plan was granted to you under a pension adjustment order then no other contributions or transfers may be made into your plan.

3.10 Delay periods

In certain circumstances, we may need to delay transfers into or out of your plan. The circumstances in which we may delay a transfer can include the following:

- If a large number of customers want to put money into or take money out of the same fund at the same time.
- If there are practical problems buying or selling the assets in which the fund is invested.
- If the fund manager imposes a delay.
- If you invest in markets or funds with assets with significant time differences including trading or settlement time differences. An example of this is Asian markets.

Due to the high cost and time involved in buying and selling properties, a delay of this sort is most likely to happen if the plan is invested in a property fund (or a fund with a high proportion of property assets). The length of any delay will depend on how long it takes us to buy or sell the assets in the fund. A significant delay would be likely to apply in this situation.

Once we have been given notice that a transfer payment is to be made, this decision cannot be changed during any notice period.

If a transfer is delayed, we will carry out the transfer based on unit prices at the end of the notice period.

3.11 Vested RAC

Your personal pension will become a vested RAC on your 75th birthday if you do not take retirement benefits on or before that date. Once your personal pension becomes a vested RAC you will have no access to your pension benefits or transfer options as described in this section. The tax treatment of vested RACs is described in section 7.

Section 4

Funds and unit prices

This section explains how the investment funds work.

4.1 Introduction

This plan is unit-linked. Unit-linking is simply a way of working out the value of the plan on any date. You do not own the units. The plan will be linked to units in one or more of the funds in the panel of funds as defined in section 1. The maximum number of funds the plan may be linked to is 10.

4.2 Working out unit prices

We work out the unit price of units in all of the funds by using the market value of the assets of the fund and taking off the fund charge. These may go down as well as up.

When there are more customers moving out of a fund than making new investments in it or when there are more customers making new investments than moving out of a fund, we may reduce the value of the units in the fund to reflect the percentage of the costs associated with buying and selling the assets of the fund. The reduction in the value of the affected assets will be different for each fund and is likely to be most significant for the proportion of any fund invested in property. The reduction for any part of the fund invested with fund managers may happen at a different time to the reduction for the rest of the fund.

Some funds may be invested in other funds where the above reduction would apply. As described above, when more customers are moving out of these funds than making new investments, the value of the units may undergo a reduction to reflect a proportion of the costs associated with buying and selling the assets. This in turn will lead to a reduction in the value of the units of the fund.

Details of how we work out fund prices can be found in our Fund Operating Procedures governing the funds. These are available online at *www.irishlife.ie* or from the Irish Life Head Office.

4.3 Fund charges

We have summarised our current charges for each fund in the following table:

Panel of funds	Standard charge	Estimated average level of variable charge	Total average estimated fund charge each year
Active Managed Fund Series P	0.75%	0.00%	0.75%
Annuity Fund Series P	0.75%	0.00%	0.75%
ARF Fund Series P	0.75%	0.00%	0.75%
Consensus Cautious Fund Series P	0.75%	0.00%	0.75%
Consensus Equity Fund Series P	0.75%	0.00%	0.75%
Consensus Fund Series P	0.75%	0.00%	0.75%

Core Fund Series P	0.75%	0.20%	0.95%
Davy Conservative Income and Growth Fund Series 2	1.00%	0.00%	1.00%
Davy Global Alpha Fund Series P	1.75%	0.00%	1.75%
Davy Global Brands Fund Series 2	1.00%	0.00%	1.00%
Diversified Balanced Fund Series P	0.75%	0.40%	1.15%
Diversified Cautious Fund Series P	0.75%	0.40%	1.15%
Diversified Growth Fund Series P	0.75%	0.40%	1.15%
Dynamic Global Equity Fund Series P	0.75%	0.00%	0.75%
Exempt Property Fund Series P1	1.00%	0.00%	1.00%
Fidelity China Fund Series P	0.75%	1.15%	1.90%
Fidelity EMEA Fund Series P	0.75%	1.15%	1.90%
Fidelity European Opportunities Fund Series P	0.75%	0.95%	1.70%
Fidelity Global Property Shares Fund Series P	0.75%	1.15%	1.90%
Fidelity Global Special Situations Fund Series P	0.75%	0.95%	1.70%
Fidelity India China Fund Series P	0.75%	1.15%	1.90%
Fidelity India Fund Series P	0.75%	1.15%	1.90%
Fidelity Managed International Fund Series P	0.75%	0.95%	1.70%
Fidelity Multi-Asset Strategic Defensive Fund Series P	0.75%	0.90%	1.65%
Global Cash Fund Series P	0.75%	0.00%	0.75%
Global Consensus FTSE World Hedged Series P	0.75%	0.20%	0.95%
Global Consensus Fund Series P	0.75%	0.20%	0.95%
Global Opportunities Fund Series P	0.75%	0.00%	0.75%
Global Select Fund Series P	0.75%	0.00%	0.75%
Indexed Commodities Fund Series P	0.75%	0.20%	0.95%
Indexed Emerging Markets Equity Fund Series P	0.75%	0.00%	0.75%
Ethical Global Equity Fund Series P	0.75%	0.00%	0.75%
Indexed Euro Corporate Bond Fund Series P	0.75%	0.00%	0.75%

Indexed Euro Short Dated Bond Fund Series P	0.75%	0.00%	0.75%
Indexed European Equity Fund Series P	0.75%	0.00%	0.75%
Indexed European Property Shares Fund Series P	0.75%	0.00%	0.75%
Indexed Fixed Interest Fund Series P	0.75%	0.00%	0.75%
Indexed Inflation Linked Bond Fund Series P	0.75%	0.00%	0.75%
Indexed Irish Equity Fund Series P	0.75%	0.00%	0.75%
Indexed Japanese Equity Fund Series P	0.75%	0.00%	0.75%
Indexed North American Equity Fund Series P	0.75%	0.00%	0.75%
Indexed Pacific Equity Fund Series P	0.75%	0.00%	0.75%
Indexed Technology Fund Series P	0.75%	0.00%	0.75%
Indexed UK Equity Fund Series P	0.75%	0.00%	0.75%
Indexed World Equities Fund Series P	0.75%	0.00%	0.75%
Infrastructure Equities Fund Series P	0.75%	0.60%	1.35%
Merrion Global Equity Income Fund Series P	0.65%	0.80%	1.45%

Multi Asset Portfolio 2 Series P	0.75%	0.15%	0.90%
Multi Asset Portfolio 3 Series P	0.75%	0.15%	0.90%
Multi Asset Portfolio 4 Series P	0.75%	0.15%	0.90%
Multi Asset Portfolio 5 Series P	0.75%	0.15%	0.90%
Multi Asset Portfolio 6 Series P	0.75%	0.05%	0.80%
Pension Protection Fund Series P	0.75%	0.00%	0.75%
Property Portfolio Fund Series P1	0.75%	1.10%	1.85%
Protected Consensus Markets Fund Series P	1.32%	0.00%	1.32%
Self-Invested Fund *	0.75%	0.00%	0.75%
Setanta Balanced Dividend Fund Series P	0.75%	0.00%	0.75%
Setanta Equity Dividend Fund Series P	0.75%	0.00%	0.75%
Setanta Equity Dividend (Ex High Yield) Fund	0.75%	0.00%	0.75%
Setanta Global Equity Fund Series P	0.75%	0.00%	0.75%
Setanta Global Focus Fund Series P	0.75%	0.00%	0.75%
Setanta Income Opportunities Fund Series	0.75%	0.00%	0.75%

P			
Setanta Managed Fund Series P	0.75%	0.00%	0.75%
Stability Fund Series P	0.75%	0.00%	0.75%
Multi Manager Target Return Fund Series P	0.70%	0.68%	1.38%
UK Property Fund Series P1	1.00%	0.05%	1.05%

* The fund charge shown above for the Self-Invested Fund is the fund charge we will deduct. Additional fund charges may be incurred within the Self-Invested Fund relation to third-party fund managers, for example if you have instructed us to invest part or all of the Self-Invested Fund in external funds or investments. Please see "Your guide to your Self-Invested Fund".

The estimated average levels of the variable charges shown above are those expected over the long-term. The actual level of charges may be higher or lower than this. The section on variable charges below explains the reasons for this.

Where the estimated average level of the variable charge is 0%, this indicates that the fund manager may at some point choose to invest in assets which attract additional charges but the current expectation is that they will not.

Variable charges

As noted above the charge on a number of funds can vary and therefore is not fixed throughout the lifetime of your plan. The charge noted reflects our best estimate of the total charges we expect will be incurred by the fund over the long term. However, the actual charges you incur may vary for the reasons given below.

Funds are administered at an overall level by Irish Life. For some funds, part or all of the assets are managed by companies (fund managers) other than Irish Life.

The fund managers take their costs and charges from the assets they manage. These charges are reflected in how the fund performs. The level of the charges, as a percentage of the overall fund, can vary for several reasons:

- The first reason is the fact that the charges on the overall fund will vary according to the proportion of the fund invested in each of the underlying funds and the specific charges for these funds. The underlying funds may also change in the future and different charges for the new funds may lead to overall fund charge changing.
- The second reason is that the costs associated with managing a fund may vary and change over time. These costs include, for example, license fees where funds track a particular index, legal, accounting and marketing costs.
- The third reason is that some funds may borrow to increase the amount of assets that the funds can invest in. Borrowing increases the chance of achieving improved returns if the assets perform well. However, it also increases the level of risk of the investment. The fund manager's charges in relation to

investments are based on the total value of the assets held including any borrowings made rather than on the funds they manage. The level of these charges as a percentage of the funds managed will depend on the amount of borrowing relative to the value of the assets held.
If the level of borrowing increases by more than the value of assets, the level of charges as a percentage of funds managed would increase. For example, a significant fall in asset values could result in a significant increase in the average level of this charge as a percentage of funds managed. This is because a fall in asset values means that the amounts borrowed would represent a higher percentage of the fund value.

Equally, if the level of borrowing reduces by more than the value of assets, then the level of charges as a percentage of funds managed would also reduce. For example, a significant rise in asset values could result in a significant reduction in the average level of this charge as a percentage of the funds managed. This is because a rise in asset values means that the amounts borrowed would represent a lower percentage of the fund value. Taking account of these factors, the estimated average level of the variable charge will reflect our best estimate of the total charges we expect will be incurred by the fund over the long term. However, the total charge may be higher or lower than this depending on the factors outlined above.

It is possible that the charge on some funds may vary in the future and therefore will not be fixed throughout the lifetime of the plan.

Some funds invest in other funds and the proportion invested in each fund may vary over time. Since fund charges vary between funds, the overall fund charge will vary depending on the weighting of individual investments in each fund. If the charges on individual funds vary, the overall fund charge will vary as a result.

Additional points to note

Increase in charges

We will only increase the charges given above, for one of the following reasons:

- there is an increase in the costs of dealing with the investment. If this happens, we will give you notice of the increase
- the charges vary for one of the reasons given above in the section on variable charges.

Funds containing property

We take the costs of maintaining and valuing the properties in these funds and the costs of collecting rent off the fund before we take any charges.

Fund Guide

Further information on the funds available on this plan is included in your separate fund guides and these guides must be read in conjunction with the terms and conditions.

Currency

Certain funds contain assets which are invested outside of the eurozone. The fund managers may use currency protection against any changes in the value of those currencies against the euro. The cost of any currency protection used is charged to your fund. Where the fund manager has not used currency protection, there is a risk that your plan value will be adversely affected by changes in currency exchange rates. Your separate Fund Guide contains details on currency protection.

Securities lending

If you have chosen to invest in a fund that invests in equities or bonds, the equities or bonds within that fund may be used for the purpose of securities lending in order to earn an additional return for the fund. While securities lending increases the level of risk within a fund it provides an opportunity to increase the investment return. Where a fund manager engages in securities lending, they may keep some or all of the revenue from this activity for themselves.

Funds which are managed by Irish Life Investment Managers or Setanta Asset Managers will include securities lending on equities and bonds as part of its investment strategy. The aim of securities lending is to earn an additional return for the fund(s). Securities lending involves the lending of some assets of the fund to selected financial institutions. Whilst the objective is to enhance returns to the fund, in certain circumstances the fund could suffer a loss if the financial institution(s) encountered financial difficulties.

Incentive fees

Some fund managers may deduct an incentive fee if they achieve positive investment returns on the funds they manage. Depending on the particular fund, circumstances in which an incentive fee may be deducted by a fund manager include the following:

- If the investment returns exceed a certain level in any calendar quarter.
- If the investment returns exceed a certain level each year.
- If the investment returns achieved in a particular year are greater than the previous highest investment return.
- If the returns achieved by these funds exceed the performance of a benchmark fund.
- If during the term of your plan an incentive fee is deducted, this will be reflected in the unit price.

Counterparty Risk

We are not liable for any loss incurred by any of the investments in the funds available under this plan. It is important to note that the value of investments with any fund manager may be affected if any of the institutions with whom money is placed suffers insolvency or any other financial difficulties. The value of your units will reflect the value of the assets recovered from that manager. Irish Life will not use any of our assets to make up any shortfall.

External Funds

Where a fund invests in an external fund, we will represent the key features of the external fund in our literature. However, the managers of external funds may retain discretion over the nature and choice of assets, custodians and institutions with whom they place money, and the expenses incurred, within any part of a fund they manage. Our commitment to you is to pass on the full value of the fund we receive from the external manager for your investment. We are not liable for any pricing inaccuracies related to the external providers or any losses caused by the acts and omissions of an external provider. Our commitment is restricted to the returns we actually receive from the external manager.

Where funds are managed by external fund managers, the investments may be legally held in other countries other than Ireland. Where a fund is based will impact on how it is regulated.

4.4 The Protected Consensus Market Fund

How the Protected Consensus Markets Fund is invested

The Protected Consensus Markets Fund invests in the Consensus Markets Fund and the Protected Fund. The percentages invested in each of the Consensus Markets Fund and the Protected Fund will change over the term of the contract, depending mainly on the performance of the Consensus Markets Fund.

Generally, the better the Consensus Markets Fund performs, the higher the percentage of your investment in the Protected Consensus Markets Fund that will be linked to the Consensus Markets Fund (up to 100%). However when the Consensus Markets Fund performs poorly, a lower percentage of your investment will be linked to that fund. It is possible that, if the Consensus Markets Fund were to fall significantly in value, up to 100% of the Protected Consensus Markets Fund could be linked to returns from the Protected Fund. This would significantly reduce the growth potential of the Protected Consensus Markets Fund.

Deutsche Bank AG acting through its London Branch (Deutsche Bank) will calculate, on the basis of a mathematical formula, what proportion of the Protected Consensus Markets Fund performance is linked to the Consensus Markets Fund and what proportion is linked to the Protected Fund at any time, in line with a procedure agreed with us at the outset. You can ask us for details of how this procedure works.

Working out the Unit Price

Irish Life Assurance plc (Irish Life) will calculate the value of the assets in the Protected Consensus Markets Fund each day and we will use the resulting valuation to calculate the value of each unit of the Protected Consensus Markets Fund (called the Unit Price). The Unit Price will go down as well as up over time depending on how the assets in the Protected Consensus Markets Fund perform.

The Protected Price Pledge

We aim that the Unit Price of the Protected Consensus Markets Fund will not fall below 80% of its highest ever value. This is called the Protected Price Pledge. The Protected Price Pledge is ultimately provided by Deutsche Bank (see below for details). If the Unit Price of the Protected Consensus Markets Fund falls below 80% of its highest value, then Irish Life will call upon Deutsche Bank to make up the shortfall in the value of the

Protected Consensus Markets Fund, so as to ensure that the Unit Price does not fall below 80% of its highest ever value.

However, there are certain circumstances in which the Protected Price Pledge may not apply. These are described further below.

The Protected Price Pledge applies to the number of units we have allocated for investment on your plan. Any charges or unit cancellations will reduce the number of units invested in your plan.

Irish Life does not provide the Protected Price Pledge on the Protected Consensus Markets Fund. **The Protected Price Pledge is provided to us by Deutsche Bank.** Your contract is with us, Irish Life. Separately, Irish Life has contracted with Deutsche Bank whereby Deutsche Bank has agreed to provide the Protected Price Pledge in relation to the Protected Consensus Markets Fund. **Irish Life's commitment to you is to pass on the full amount it receives from Deutsche Bank under the Protected Price Pledge in respect of your investment. <u>Our commitment to you is restricted to the amount which we actually receive from Deutsche Bank.</u>** No other assets of Irish Life will be used to meet these commitments.

This means that if Deutsche Bank does not fulfil its obligations to us under the Protected Price Pledge, for whatever reason, or if the contract governing the provision of the Protected Price Pledge by Deutsche Bank has terminated (see below) then you may not receive the benefit of the Protected Price Pledge and the Protected Consensus Markets Fund Unit Price could fall below 80% of its highest ever value. Deutsche Bank's obligations in respect of the Protected Price Pledge are restricted to its contract with Irish Life. You do not have a contract with Deutsche Bank and in no event will you be entitled to make a claim directly against Deutsche Bank under the Protected Price Pledge or in relation to Deutsche Bank's obligation to calculate what proportion of the Protected Consensus Markets Fund's performance is linked to the Consensus Markets Fund and the Protected Fund.

In the event of the Protected Price Pledge being triggered, Deutsche Bank has 5 business days to pay us the amounts due under the Protected Price Pledge. We will delay administering any switches, income payments, withdrawals, transfers or benefit payments until after Deutsche Bank has made this payment to us. There may be circumstances when we need to delay payments for longer than 5 days.

Expiry of the Protected Price Pledge

The Protected Price Pledge contract between Irish Life and Deutsche Bank applies for the period up to 11 September 2020. We will negotiate with Deutsche Bank to try to extend this date but there is no guarantee that we will be successful. We will write to you if this occurs. The contract may end before this date in certain circumstances.

Termination Events

There are circumstances in which the Protected Price Pledge contract between Irish Life and Deutsche Bank may be reduced or even removed and thus you may not get the benefit of the Protected Price Pledge. These circumstances include but are not limited to:

- If either party commits a material breach of the contract and does not remedy it within a specified time limit, or if particular provisions of the contract are breached by either Irish Life or Deutsche Bank - for example if Deutsche Bank stops working out how much of the Protected Consensus Markets Fund is linked to the performance of the Consensus Markets Fund and the Protected Fund then Irish Life may terminate the contract. If Irish Life fails to supply specific information on the Protected Consensus Markets Fund to Deutsche Bank necessary to perform its functions under the contract then Deutsche Bank may terminate the contract with us.
- If either of Irish Life or Deutsche Bank refuses or fails to pay to the other party the amounts due to that other party under the contract.
- If there is a material breach by Deutsche Bank of services it provides under the contract.
- If Irish Life or the asset manager or custodian appointed in connection with the contract with Deutsche Bank cease, for whatever reason, to fulfil their functions under the contract.
- If either Irish Life or Deutsche Bank becomes insolvent or, is nationalised or ceases to carry on its business as presently conducted.
- If there is a change in tax, law or the regulatory regime that negatively impacts on Deutsche Bank with regard to its duties under the contract.
- If Irish Life or Deutsche Bank's obligations under the contract become impossible to fulfil or illegal or infringe applicable laws.
- If there is a regulatory investigation of either Deutsche Bank or Irish Life with regard to their activities under the contract.

We reserve the right to replace Deutsche Bank with another protected price pledge provider at any time. We will write and tell you if this occurs.

When the Protected Consensus Markets Fund is fully or predominantly invested in the Protected Fund, the Protected Consensus Markets Fund will not be able to participate in any positive growth in the Consensus Markets Fund. If you continue to stay invested in the Protected Consensus Markets Fund after the Protected Price Pledge is triggered, the fund charges will continue to be deducted from the fund. If the fund charges are greater than the growth rate of the Protected Fund at that stage, it may reduce the Protected Price Pledge amount payable. This would mean that you could get back less than 80% of the highest ever Unit Price.

The Protected Consensus Markets Fund is not sponsored, endorsed or promoted by Deutsche Bank. Deutsche Bank makes no representation or warranty to any person, including without limitation, any potential investor and any member of the public regarding the advisability of investing in the Protected Consensus Markets Fund. Deutsche Bank AG is authorised under German Banking Law (the competent authority is BaFin - the Federal Financial Supervisory Authority) and authorised and subject to limited regulation by the Financial Services Authority (FSA) in the United Kingdom.

Closure of the Protected Consensus Markets Fund

There may be circumstances where we need to close the Protected Consensus Markets Fund and we reserve the right to do so; these circumstances include but are not limited to:

- If the Protected Price Pledge is reduced or removed.
- If we are unable to extend the contract with Deutsche Bank beyond 11 September 2020.
- If there are material difficulties in operating the fund as intended.

Should this happen, we would write to you with the option of:

- Switching to our cash fund. This switch would occur by a certain date.
- Switching to any other fund of your choice on your plan in advance of this date.

Closure of the Protected Consensus Markets Fund to New Contributions

There are also circumstances in which we may need to close the Protected Consensus Markets Fund to new contributions (regular or single contributions, switches) with immediate effect, these include but are not limited to:

- If 100% of the fund is linked to the returns from the Protected Fund.
- If the Protected Consensus Markets Fund exceeds a certain size limit.
- If investment markets are disrupted.

If this occurs we will re-direct your contributions to the Global Cash Fund (or an equivalent cash fund available at that time). We will write to you to tell you this has occurred and to give you options on which fund you want to invest in, in the future.

4.5 Switching between funds - future contributions

You may choose to change the funds into which we place units in this plan. We need one month's written notice to do this. We do not currently charge for this option. We may charge in the future to cover our administration costs.

Before you switch from your original fund choice or choices, please remember that the funds in the panel of funds have different levels of risk and possible returns and they may also have different yearly fund charges.

Please ensure that you are aware of the level of risk, possible returns and the yearly fund charge for a fund before switching into it.

At any stage, we can change the range of fund options that are available. For example, we may add new ones or close existing ones. You can only switch into a fund if it is open for switches at the time we receive your request.

4.6 Switching between funds - accumulated funds

You may choose to switch the accumulated fund to another fund. We do not currently charge for this option. We may charge in the future to cover our administration costs. The unit prices we use for your switch will be determined according to our switching policy in place at the time of the switch. Our current policy is to use unit prices effective on the same working day we receive your written request unless your switch is subject to a delay period (see below). However, we reserve the right to change our switching policy in the future. We advise that you check with Irish Life or your financial adviser as to what our switching policy is at the time you switch.

Before you switch from your original fund choice or choices, please remember that the funds in the panel of funds have different levels of risk and possible returns and they may also have different yearly fund charges.

Please ensure that you are aware of the level of risk, possible returns and the yearly fund charge for a fund before switching into it.

At any stage, we can change the range of fund options that are available. For example, we may add new ones or close existing ones. You can only switch into a fund if it is open for switches at the time we receive your request.

After a switch has taken place we will send you a switch letter (either by post or online if you have chosen to receive communication about your plan online). This switch letter forms part of your contract.

In certain circumstances, we may place restrictions on switches between funds. These restrictions may include, but are not limited to:

- Requiring a minimum period of time between switches;
- Limiting the amount that may be switched between funds at any one time;
- Not accepting switch requests from an agent acting on your behalf.

Delay Periods

In certain circumstances, we may need to delay switches. The circumstances in which we may delay a switch can include the following:

- If a large number of customers want to put money into or take money out of the same fund at the same time.
- If there are practical problems buying or selling the assets in which the fund is invested.
- If the fund manager imposes a delay.
- If you invest in markets or funds with assets with significant time differences including trading or settlement time differences. An example of this is Asian markets.

Due to the high cost and time involved in buying and selling properties, a delay of this sort is most likely to happen if the plan is invested in a property fund (or a fund with a high proportion of property assets). The length of any delay will depend on how long it takes us to buy or sell the assets in the fund. A significant delay would be likely to apply in this situation.

Once we have been given notice that a switch is to be made between funds this decision cannot be changed during any notice period.

Delayed switches will be based on the value of units at the end of the period when the switch actually takes place.

4.8 Automatic switching between funds

This plan can be switched in and out of a Lifestyling strategy at any time but the normal switching rules will apply. There is no charge for any of the switches made within a Lifestyling strategy.

Lifestyling Strategies are not available if the plan is invested in the Self-Invested Fund or a property fund (or a fund with a high proportion of property assets). Lifestyling Strategies are available on funds which only invest in property indirectly through holding shares in property companies rather than buying property directly.

Annuity Lifestyling Strategy

If you are more than 25 years from the chosen normal retirement date, your contributions are fully invested in the fund(s) chosen. If you are within 25 years to retirement, the first switch will take place within five working days after you select this strategy. You will be fully invested in your own choice of funds until this switch happens. Then, between 25 years to six years before retirement we will switch 2% of the fund into the Stability Fund every year. When you are six years before retirement, 60% of the fund will be invested in the chosen funds and 40% in the Stability Fund. From that date, we gradually switch the fund and future contributions into the Global Cash Fund and the Annuity Fund until one year before your retirement. For the last year your fund is entirely in the Global Cash Fund (25%) and Annuity Fund (75%).

ARF Income Lifestyling Strategy

If you are more than 25 years from the chosen normal retirement date, your contributions are fully invested in the fund(s) chosen. If you are within 25 years to retirement, the first switch will take place within five working days after you select this strategy. You will be fully invested in your own choice of funds until this switch happens. Then, between 25 years to six years before retirement we will switch 2% of the chosen funds into the Stability Fund every year. When you are six years before retirement, 60% of the fund will be invested in the chosen funds and 40% in the Stability Fund. From that date, we gradually switch the fund and future contributions into the Global Cash Fund and the ARF Fund until one year before your retirement. For the last year your fund is entirely in the Global Cash Fund (25%) and ARF Fund (75%).

ARF Investment Lifestyling Strategy

If you are more than 25 years from the chosen normal retirement date, your contributions are fully invested in the fund(s) chosen. If you are within 25 years to retirement, the first switch will take place within five working days after you select this strategy. You will be fully invested in your own choice of funds until this switch happens. Then, between 25 years to six years before retirement we will switch 2% of the chosen funds into the Stability Fund every year. When you are six years before retirement, 60% of the fund will be invested in the chosen funds and 40% in the Stability Fund. From that date, we gradually switch the fund and future contributions into the Global Cash Fund and the Core Fund until one year before your retirement. For the last year your fund is entirely in the Global Cash Fund (25%) and Core Fund (75%).

Section 5

Charges

This section deals with the amount of the contributions that we will place in the funds on your behalf and the charges you will have to pay.

5.1 Entry charge on your regular contributions or single contributions

For your regular contribution (if any) the amount invested will be the regular contribution multiplied by the percentage of contribution invested for the first year and the percentage of contribution invested for other years.

For your single contribution (if any) the amount invested will be the single contribution multiplied by the percentage of contribution invested.

These percentages are shown on your plan schedule which is included in your Welcome Pack. The amount not invested is a charge.

5.2 Entry charge on extra regular contributions in the future or on future single contributions

If you increase your regular contribution at any time, the percentage of contribution invested for the increase may be different from the percentage of contribution invested for the rest of your regular contribution. The amount invested at that date will be your extra regular contribution multiplied by the percentage of contribution invested.

If you choose to make an extra single contribution at any time, the percentage of contribution invested for the extra single contribution may be different from the percentage of contribution invested for your initial single contribution. The amount invested at that date will be your extra single contribution multiplied by the percentage of contribution invested.

The percentage of contribution invested for increases in regular contributions or extra single contributions will be those available at the time you increase your regular contribution or make the extra single contribution. This percentage will be shown on your top-up plan schedule at that date.

The amount not invested is a charge. Before increasing your regular contribution or making a single contribution, we advise that you check with Irish Life or your financial adviser as to what the percentage of contribution invested will be for your extra regular contribution or single contribution.

5.3 Decreasing your regular contribution in the future

If you decrease your regular contribution in the future, the percentage of contribution invested for your regular contribution following the decrease may be lower, we advise that you check with Irish Life or your financial adviser as to what the percentage of contribution invested will be for your regular contribution before decreasing your contributions.

5.4 Yearly fund charge

This charge is taken as a percentage of your fund value. It can be different for each fund that you are investing in and whether that fund has been built up by regular contributions or single contributions. Each fund charge is shown in section 4 of this booklet. The charge is reflected in the unit price of each of the different funds you have invested in.

5.5 Plan fee

This charge will be deducted from the fund on a monthly basis. The fee of €4.68 a month (June 2017) will be increased each year in line with the increase in the Consumer Price Index for the previous year.

5.6 Yearly plan charge

If this charge applies, it will be shown on your plan schedule. This charge is taken as a percentage of your regular contribution fund value and/or your single contribution fund value (if applicable). This will apply as well as the fund charge referred to in sections 4.3 and 5.4.

For any period where no regular contribution is made but one is due including where regular contributions have been suspended (as described in section 2.7) or the plan has been made paid-up (as described in section 2.8) an additional yearly plan charge of 0.25% will apply to the fund built up by the regular contributions.

We will take one twelfth of the plan charge every month by cancelling units from the unit account. We will cancel units from the unit account in the same percentage as the latest fund link for new regular contributions we have been told about.

In certain cases we may add extra units to your investment each month so we can reduce the effect of your fund charge. If this applies to you, you will find details in your schedule. This reduction may be different for annual or single contributions, or for additional future contributions you make.

5.7 Exit charge

If you take your fund or retire more than 5 years after the investment start date of any regular or single contribution (including increases due to automatic indexation – see section 2.4), the value of the fund will be the value of the accumulated fund at that date

If you take your fund out of this plan or retire before 5 years after the start date of any regular or single contribution, an exit charge may be applied. An exit charge may also apply if you take your fund out of this plan before 5 years after the investment start date of any extra contributions in the future (including increases due to automatic indexation – see section 2.4).

We don’t take exit charges if you cancel during the cooling-off period which we refer to in the introduction.

The exit charge is a percentage of your fund value and depends on the number of years (or part of a year) between the date that you take your fund or retire and the fifth anniversary of the investment start date of any contribution or any extra contribution, either regular or single, or any increases due to automatic indexation on that contribution or any extra contribution.

If we have increased the normal percentage of contribution invested for any reason, and you take your fund out or retire before the fifth anniversary of the start of your investment or the date you pay extra regular contributions (including automatic indexation) or single contributions, the exit charge may be increased by the same percentage as we increased your percentage of contribution invested.

Regular Contributions

If you are making regular contributions and you transfer any money from your plan within five years of starting these contributions, you will have to pay the following exit charge on the value of your regular fund at the time of exiting:

Year*	Exit charge percentage
1	5%
2	5%
3	5%
4	3%
5	1%

*This refers to the anniversary of the investment start date of your regular contribution.

The exit charge applies for five years from the start of your regular contribution and is shown on your plan schedule. If you make extra regular contributions (including automatic indexation – see section 2.4), the exit charge will also apply to the fund built up by your extra contributions for five years from the date you pay the top-up amount

If you choose automatic indexation (see section 2.4) or you make extra contributions you may have different exit charges on different parts of your contributions.

The regular contribution exit charge does not apply on death.

We will not apply any exit charge to the fund value built up by your regular contribution fund on retirement (either early or at the chosen retirement date as shown on your plan schedule).

Single Contributions

If you make a single contribution and you transfer any money from your plan an exit charge may apply on the value of the single contribution at the time of exiting for up to five years from the date the contribution was made. The following table gives an example of an exit charge which might apply to the value of your single contribution(s):

Year*	Exit charge percentage
1	5%
2	5%
3	5%
4	3%
5	1%

*This refers to the anniversary of the investment start date of your single contribution.

If you make further single contributions, an exit charge may apply to the value at the time of exiting of that single contribution for up to five years from the date that contribution was made. This exit charge may differ from that applying to other single contributions. It may also differ from the exit charges described in the regular contribution exit charge section above.

The exit charge if it applies will be shown on the schedule you receive for each single contribution you make.

It is possible that your exit charge may apply over a different time period and may be different from that described in the table above.

The single contribution exit charge does not apply on death.

We will not apply an exit charge to the fund built by single contributions on retirement at the chosen retirement date as chosen at the outset of this plan and shown on your plan schedule.

We will apply an exit charge to a fund built up by single contributions on early retirement (i.e. on retirement earlier than the date chosen at outset and shown on your plan schedule).

5.8 Pensions Authority Fee

Pensions Authority fees are currently charged on company pension plans that are approved under the TCA. If the Pensions Authority or a similar organisation make a similar charge on personal pension plans (approved under the TCA), we will take the amount of the charge from the accumulated fund by cancelling units.

5.9 Future increases in charges

We won’t increase the charges outlined above unless we need to because of an increase in the costs of dealing with the investment or vary if they as described in section 4.3.

5.10Self-Invested Fund

If you are invested in the Self-Invested Fund, there are certain additional charges and costs that will be deducted from that fund. These will depend on the particular investments you have chosen within the Self-Invested Fund. These charges can vary from time to time, and also according to the type of investment you have chosen. You should ensure that you are aware of the charges that apply before you instruct us to carry out a transaction. Charges may also arise in relation to any investments placed with external managers. Please see “Your guide to your Self-Invested Fund” for further information.

Section 6

Claims

This section deals with the procedure for making a claim under the plan and our requirements for assessing the claim.

6.1 On the date we are told about your death, our current process is to switch the accumulated fund to the Pension Claims Cash Fund based on unit prices on that day. We reserve the right to change this process in the future. The death benefit we pay will be 100% of the value of the accumulated fund based on the unit price of the Pension Claims Cash Fund on the day we receive all the documents described in section 6.2.

See section 7 for details about tax on your death while the plan is in force.

The investment will end after we have paid the death benefit.

6.2 Before we will make the retirement benefits available, we must receive the following.

a) A filled in claim form.

b) Proof of entitlement to claim the proceeds of the plan. This would include keeping to these terms and conditions and the plan schedule.

c) The Terms and Conditions booklet and the plan schedule.

d) On death before we will pay out a claim we must receive proof of a valid death claim (including proof of death in the form of a death certificate and if not previously produced, a birth certificate).

6.3 To protect your entitlements, we may need other proof that the person claiming is entitled to the proceeds of the plan. This extra proof may include items such as a ‘power of attorney’ or a ‘grant of probate’ or ‘letters of administration’.

6.4 We pay the benefits under this plan by referring to your date of birth. When you make a claim, we may ask for proof of you date of birth. If the date of birth on the application form is not correct, we will work out the benefits allowed in line with the correct date of birth. If the transfer paid into this plan was granted to you under a pension adjustment order then the earliest retirement date will not be based on your date of birth, but will be based on your former spouse’s (or registered civil partner, qualified cohabitant’s) date of birth.

6.5 If you die before your 75th birthday and before taking retirement benefits as set out in section 3, the value of the accumulated fund at the date all claim requirements are received will be paid to your estate.

6.6 If your personal pension is a vested RAC and you leave your benefits to your spouse or registered civil partner they can transfer the value of the accumulated fund to an ARF in their own name. In all other cases we will pay the value of the accumulated fund to your estate. How these funds are taxed is described in section 7.

Section 7

Tax and Approval

This section summarises this plan's approval and gives a summary of the current tax.

Tax

7.1 We must pay benefits under this plan in line with current Irish tax law. If tax laws or any other relevant laws change after the start date of this plan, we will pay benefits in line with these. Any taxes or levies imposed by the government will be collected by Irish Life and passed directly to the Revenue Commissioners as required.

7.2 Under current Irish tax legislation, the maximum pension fund allowed for tax purposes is €2,000,000 (as of June 2017) or, if higher, the value of the fund on 7 December 2005, on 7 December 2010 or on 1 January 2014 (subject to certain Revenue notification requirements). The relevant maximum will apply to the aggregate value of all pension provisions held by you. Any fund in excess of this amount will be liable to a once-off income tax charge at the current higher rate of income tax (currently 40%) before your retirement benefits are paid. The tax rate that applies may also change in the future.

7.3 Under current Irish tax legislation, part of your pension fund may be taken as a retirement lump sum as described in section 3, some or all of which may be tax free.

- The maximum tax free amount that can be received is €200,000.
- Retirement lump sums between €200,000 and €500,000 will be subject to standard rate income tax currently 20%.
- Any retirement lump sums greater than €500,000 will be taxed at your marginal tax rate and will be liable to Universal Social Charge. PRSI may also apply.

These are lifetime limits and apply in respect of all retirement lump sums received since 7th December 2005.

7.4 If you die before your 75th birthday and before taking retirement benefits as set out in Section 3, Capital Acquisitions Tax may be due on the death benefit paid. The beneficiaries are responsible for paying this.

7.5 If you do not take your retirement benefits on or before your 75th birthday your personal pension will become a vested RAC. You will have 30 days to complete a benefit crystallisation event (BCE) certificate and submit it to Irish Life. If we do not receive a completed BCE certificate within 30 days we will deduct income tax at the higher rate (which is currently 40% as at June 2017) from your pension fund.

7.6 If your personal pension is a vested RAC we will treat any payments after you die as income tax for the year in which you die, taxable under the PAYE system. We pass the rest after tax to your personal representatives.

Income tax is not due if:

- The value of your vested RAC after your death is transferred to an ARF owned by your spouse or registered civil partner, or
- The value of your vested RAC after your death is transferred for the benefit of any of your children who are under 21 on the day you die.

Income tax will be deducted at a rate of 30% if the value of your vested RAC after your death is transferred for the benefit of any of your children who are over 21 on the day you die.

As well as income tax there may also be Capital Acquisitions Tax due on the value of your plan, if your vested RAC is not paid to your surviving spouse or registered civil partner or to any of your children over 21 years of age. The beneficiaries are responsible for paying this tax.

7.7 Funds containing overseas property or other overseas assets

Some funds may invest wholly or partly in property or other assets outside of Ireland.

Under current UK tax law, income from rent received on UK property investments is subject to tax, after certain expenses and interest payments. The current rate is 20% (as at June 2017). This tax will be taken from the fund and reflected in the fund's value. Property held directly by Irish Life will not be subject to tax.

For investments in overseas property, tax will be paid on profit from rent if this is required by the tax rules of the relevant country. In some instances, depending on the tax rules of the country, capital gains tax may also be due on any growth in the value of your plan. Any tax due will be taken from the fund and be reflected in the fund's value.

For any investments in overseas assets, tax will be deducted on income or gains if this is required by the domestic tax rules of the relevant country. In some instances, withholding or other underlying taxes may apply, depending on the domestic tax rules of the relevant country.

Any tax due will be deducted from the fund and thus reflected in the fund performance. If tax legislation and practice changes during the term, this will be reflected in the fund value. This information is based on current tax law, which could change in the future.

Approval

7.8 The **Complete Solutions 1 for Personal Pensions** plan is linked to a retirement annuity contract as approved under Chapter 2 of Part 30 of the TCA. You cannot make changes to the plan without the approval of the Revenue Commissioners.

7.9 We do not have to accept additional contributions under this scheme if the **Complete Solutions 1 for Personal Pensions** plan is no longer treated by the Revenue Commissioners as an approved Retirement Annuity Contract.

7.10 We will notify you of any changes made to the plan to keep it in line with the Revenue Commissioners' requirements and how (if at all) any benefits under the plan may be affected.

Section 8

Law

This section defines the law that will govern this plan.

This plan is governed by the laws of Ireland and the Irish courts are the only courts which are entitled to hear disputes.

We will deal with this plan in line with current laws. If tax laws or any other relevant laws change after the start date, we will change the terms and conditions of the plan if this is necessary to keep the plan in line with those changes. We will notify you of any alterations in the terms and conditions.

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TC 1467 (REV 10-17) C1PPSAA/CB1PSAA